



**ASX Announcement**

**18 January 2018**

**Alternative Investment Trust (ARSN 112 129 218)**

**ASX Code: AIQ**

**Extraordinary General Meeting of Unitholders**

As announced by Columbus Investment Services Limited in its capacity as the responsible entity of the Alternative Investment Trust on 29 December 2017, please find **enclosed** the notice of meeting of Unitholders dated 18 January 2018.

The meeting will be held at 11.00am (Sydney time) on 12 February 2018 at Level 11, 20 Hunter Street, Sydney, NSW 2000.

The notice of meeting has been dispatched to Unitholders today. Unitholders are urged to read the notice of meeting and explanatory memorandum and consider the proposed resolutions.

**Ends**

**For any enquiries or information please contact Columbus Investment Services Limited:**

Email: [ait@oneinvestment.com.au](mailto:ait@oneinvestment.com.au)

Direct: +61 2 8277 0000

Dear Unitholder,

Columbus Investment Services Limited (ACN 095 162 931) (**Responsible Entity**) in its capacity as the responsible entity for the Alternative Investment Trust (ARSN 112 129 218) (**AIQ**), invites you to an extraordinary general meeting (**Meeting**) of Unitholders of AIQ.

Please find **enclosed** a notice of the Meeting (**Notice**) to be held at Level 11, 20 Hunter Street, Sydney New South Wales, 2000 at 11.00am on 12 February 2018.

The main purpose of the Meeting is for unitholders of AIQ (**Unitholders**) to approve measures to allow:

- AIQ to re-commence its investment activities; and
- an on market buy back of units in AIQ (**Buy Back**).

Subject to the meeting approving the resolutions, it is proposed that AIQ will also complete a 1 for 1 rights issue (**Capital Raising**). The Capital Raising does not require shareholder approval.

Subject to any ASX restrictions, it is expected that the Buy Back price and the Capital Raising will both be priced at the estimated prevailing net tangible asset value of AIQ at the time.

We understand that certain Unitholders may prefer to dispose of their AIQ units. The proposed Buy Back is designed to allow those unitholders to dispose of all of their AIQ.

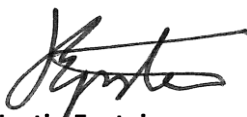
As announced on 29 December 2017, certain entities and others associated with each of Mr Geoff Wilson and Mr Tim Ivers (CEO of Warana Capital Pty Limited, the investment manager of AIQ) have agreed to take up their entitlements in the rights issue and will not participate in the Buy Back. These commitments ensure that all existing investors have the ability to exit 100% of their units in AIQ.

Further details on the rights issue (including an offer document) will be provided shortly.

You should read the Notice carefully as it contains additional information on all matters to be considered at the Meeting.

We look forward to seeing you at the Meeting.

Yours sincerely



**Justin Epstein**  
**Director**

## **Alternative Investment Trust (ARSN 112 129 218)**

**ASX Code: AIQ**

### **Notice of Extraordinary General Meeting**

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Notice is hereby given that a Extraordinary General Meeting of the Unitholders of the Alternative Investment Trust (ARSN 112 129 218) (**Trust** or **AIQ**) will be held at Level 11, 20 Hunter Street, Sydney, New South Wales 2000 on Monday, 12 February 2018 at 11.00am (Sydney time) (**Meeting**).

This Notice of Meeting and Explanatory Memorandum is issued by Columbus Investment Services Limited (ACN 095 162 931) (**Columbus** or **Responsible Entity**) in its capacity as the responsible entity of AIQ.

The Explanatory Memorandum to this Notice of Meeting provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and Proxy Form forms part of this Notice of Meeting and should be read in its entirety.

Unitholders are urged to vote by attending the Meeting in person or by returning a completed Proxy Form. Instructions on how to complete a Proxy Form are set out in the Explanatory Memorandum.

Terms and abbreviations used but not otherwise defined in this Notice of Meeting and the Explanatory Memorandum are defined in section 7 of the Explanatory Memorandum.

#### **Business of Meeting**

##### ***Resolution 1 – Recommencement of investment activities***

To consider, and if thought fit, to pass the following as an **ordinary resolution**:

*“That, subject to Unitholders approving Resolutions 2, 3 and 4, for the purposes of ASX Listing Rule 11.1.2 and for all other purposes, approval is given to AIQ to re-commence investment activities using the same investment objective and strategy as previously employed by AIQ on the terms and conditions set out in the Explanatory Memorandum.”*

Resolution 1 is an ordinary resolution. This means that Resolution 1 will be passed if more than 50% of the votes cast by Unitholders of AIQ entitled to vote on Resolution 1 and present at the Meeting (either in person or by proxy) are cast in favour of Resolution 1.

#### ***Voting Exclusion***

The Responsible Entity will disregard any votes cast on Resolution 1 by or on behalf of:

- the Investment Manager; and
- an associate of the Investment Manager.

However, the Responsible Entity need not disregard a vote if:

- it is cast by a person or proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; and
- it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

### **Resolution 2 – Approval for on market buy-back exceeding the 10/12 limit**

To consider, and if thought fit, to pass the following as an **ordinary resolution**:

*“That, subject to Unitholders approving Resolutions 1, 3 and 4, for the purposes of section 601KH(8) of the Corporations Act and for all other purposes, approval is given to the Responsible Entity to buy back on market, the number of Units in AIQ equal to 75% of the issued Units on-market during the next 12 months as detailed in the Explanatory Memorandum.”*

Resolution 2 is an ordinary resolution. This means that Resolution 2 will be passed if more than 50% of the votes cast by Unitholders of AIQ entitled to vote on Resolution 2 and present at the Meeting (either in person or by proxy) are cast in favour of Resolution 2.

### **Resolution 3 – Amendments to the Constitution**

To consider, and if thought fit, to pass the following as a **special resolution**:

*“That, subject to Unitholders approving Resolutions 1, 2, and 4, for the purposes of section 601GC(1) of the Corporations Act and for all other purposes, approval be given to modify AIQ’s constitution on the terms and conditions set out in the Explanatory Memorandum.”*

Resolution 3 is a special resolution. This means that Resolution 3 will be passed only if at least 75% of the votes cast by Unitholders of AIQ entitled to vote on Resolution 3 and present at the Meeting (either in person or by proxy) are cast in favour of Resolution 3.

### **Voting Exclusion**

The Responsible Entity will disregard any votes cast on Resolution 3 by or on behalf of:

- the Investment Manager; and
- an associate of the Investment Manager.

However, the Responsible Entity need not disregard a vote if:

- it is cast by a person or proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; and
- it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

### **Resolution 4 – Ratification of the amended Investment Management Agreement**

To consider, and if thought fit, to pass the following as an **ordinary resolution**:

*“That, subject to Unitholders passing Resolutions 1, 2, 3 and 5, and for all other purposes the investment management agreement between AIQ and the Investment manager dated 9 October 2017 (IMA) as amended as set out in the explanatory memorandum is ratified.”*

Resolution 4 is an ordinary resolution. This means that Resolution 4 will be passed if more than 50% of the votes cast by Unitholders of AIQ entitled to vote on Resolution 4 and present at the Meeting (either in person or by proxy) are cast in favour of Resolution 4.

### ***Voting Exclusion***

The Responsible Entity will disregard any votes cast on Resolution 4 by or on behalf of:

- the Investment Manager; and
- an associate of the Investment Manager.

However, the Responsible Entity need not disregard a vote if:

- it is cast by a person or proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; and
- it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

By order of the board of directors of Columbus Investment Services Limited as responsible entity for the Alternative Investment Trust.



**Justin Epstein**

**Director**

**Columbus Investment Services Limited**

**18 January 2018**

# Alternative Investment Trust (ARSN 112 129 218)

ASX Code: AIQ

## Explanatory Memorandum

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### 1. INTRODUCTION

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This Explanatory Memorandum has been prepared for the information of Unitholders in connection with the business to be conducted at the Meeting to be held at Level 11, 20 Hunter Street, Sydney, New South Wales 2000 on Monday, 12 February 2018 at 11.00am (Sydney time). The purpose of this Explanatory Memorandum is to provide information to Unitholders in deciding how to vote on the Resolutions set out in the Notice.

This Explanatory Memorandum forms part of, and should be read in its entirety with, the accompanying Notice of Meeting.

Please contact the Responsible Entity on +61 2 8277 0000 or [ait@oneinvestment.com.au](mailto:ait@oneinvestment.com.au) if you wish to discuss any matter concerning the Meeting.

#### 1.1. General

This is an important document and requires your immediate attention. You should read this document completely and carefully before deciding how to vote on the resolutions set out in the Notice of Meeting and, if necessary, consult your investment, tax, legal or other professional adviser. A proxy form for the Meeting is enclosed

#### 1.2. No investment advice

The Notice of Meeting and the Explanatory Memorandum does not take into account the investment objectives, financial situation, tax position or requirements of any particular person. The information contained in the Notice of Meeting and this Explanatory Memorandum is not financial product advice. The Notice of Meeting and this Explanatory Memorandum should not be relied on as the sole basis for any investment decision in relation to your Units or otherwise. You should seek independent financial and taxation advice before making any decision in relation to Units or the resolution set out in the Notice of Meeting. It is important that you read the Notice of Meeting and this Explanatory Memorandum in full before making any decision as to how to vote on the resolution set out in the Notice of Meeting.

#### 1.3. Forward looking statements

The Notice of Meeting and this Explanatory Memorandum may contain forward looking statements which are subject to known and unknown risks, uncertainties and other factors that may cause actual results to vary from those forward looking statements or results expressed or implied therein.

Variance between actual results and events or results expressed or implied within forward looking statements are typical and expected. Neither the Responsible Entity nor the Manager, nor any person mentioned within the Notice of Meeting and this Explanatory Memorandum, makes or attempts to make any warranty or representation, expressed or implied, as to the

likelihood, or accuracy of the realisation of those forward looking statements. It is prudent not to place undue reliance on those statements and, if necessary, consult a professional advisor with respect to those statements prior to making any decision relating to the resolution set out in the Notice of Meeting.

#### **1.4. Defined Terms**

Unless otherwise defined to the contrary, capitalised terms in this Explanatory Memorandum and the Notice of Meeting is defined in section 7 of this Explanatory Memorandum.

#### **1.5. Attendance at the Meeting**

All Unitholders are invited and encouraged to attend the Meeting.

To vote in person, Unitholders (or, for Unitholders which are body corporates, their corporate representative), may attend the Meeting at the time, date and place set out in the Notice.

#### **1.6. Voting by Proxy**

A Unitholder who is entitled to attend and cast a vote at the Meeting may appoint 1 or 2 persons as the Unitholder's proxy to attend and vote for the Unitholder at the Meeting. A Unitholder may appoint 2 persons as the Unitholder's proxy where they are entitled to cast 2 or more votes. A proxy does not need to be a Unitholder.

Unitholders appointing a proxy must complete and sign the Proxy Form attached to the Notice of Meeting and this Explanatory Memorandum. For an appointment of a proxy to be effective, the Proxy Form must be received by Link Market Services (being AIQ's unit registry) 48 hours before the start of the meeting.

A Proxy Form may be lodged in the following ways:

<b>BY MAIL</b>	<b>BY FAX</b>	<b>BY HAND</b>
Alternative Investment Trust C/- Link Market Services Limited Locked Bag A14 Sydney South, New South Wales 1235, Australia	+61 2 9287 0309	During business hours (Monday to Friday, 9.00am - 5.00pm) to: 1A Homebush Bay Drive Rhodes, New South Wales 2138

Unitholders appointing a proxy must also send / deposit the original or certified copy of any power of attorney or authority under which the proxy was signed (if applicable).

#### **1.7. Corporate representatives**

Unitholders who are body corporates may appoint a person to act as their corporate representative at the Meeting by providing that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as the body corporate's representative. The authority may be sent to the Responsible Entity and/or registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

Corporate representatives should arrive at the Meeting 30 minutes prior to the commencement of the Meeting in order to:

- (a) have their membership confirmed against the AIQ Unitholder register; and
- (b) have any power of attorney or appointment as a corporate representative verified at the time of registration.

### **1.8. Eligibility to vote**

In accordance with section 1074E(2) of the Corporations Act and Regulation 7.11.37 of the Corporations Regulations, the Responsible Entity has determined that, for the purposes of voting at the Meeting, Unitholders are those persons who are the registered holders of Units 48 hours prior to the commencement of the Meeting.

## **2. BACKGROUND**

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### **2.1. Overview of AIQ and reasons for Resolutions**

AIQ has been returning capital to Unitholders since August 2009 (as part of an orderly wind down process) as underlying investments have been realised. AIQ has not undertaken any investment activities since that time.

Columbus and Warana Capital Pty Limited (**Warana or Investment Manager**) were appointed as AIQ's responsible entity (on 25 May 2017) and investment manager (on 9 October 2017).

Since their respective appointments, the Responsible Entity and Warana have conducted a review of AIQ, in particular by assessing:

- (a) the costs incurred to run AIQ;
- (b) the timeframe it will take to liquidate the funds in the Investment Portfolio; and
- (c) the return on investment for Unitholders if those funds in the Investment Portfolio are sold.

As at 31 December 2017, AIQ has a net tangible asset value (**NTA**) of approximately A\$12.5 million with the Investment Portfolio across over 15 funds representing approximately A\$3.9 million (approximately 3.0 cents per Unit) and cash net of other liabilities of approximately A\$8.4 million (approximately 6.4 cents per Unit). Each of the fund exposures are US dollar based and are not readily redeemable (**Illiquid Funds**). In order to retain the investments, AIQ must wait for the underlying assets in these funds to be sold or seek to sell the funds on the secondary market.

Based on its knowledge of the Investment Portfolio and its experience on the secondary market, Warana believes that:

- (a) it will likely take several years to fully receive liquidation proceeds from many of the Illiquid Funds; and
- (b) if sold today, the Illiquid Funds would be liquidated at discounts to their prevailing net asset values.

Additionally, the Responsible Entity has taken measures to reduce the operating costs of AIQ.



While an improvement has been made, many of these costs are fixed. Given AIQ's current small NTA, the annual cost overhead and ultimate liquidation costs are expected to significantly decrease funds available for distribution to Unitholders.

Accordingly, given the time it is expected to take to realise the Illiquid Funds, the amount ultimately distributed to Unitholders in the orderly wind down is expected to be less than the current NTA (assuming constant foreign exchange rates).

To improve the potential return to Unitholders, the Responsible Entity proposes to re-commence investment activities and to ultimately seek to grow the Investment Portfolio, so that over time, AIQ will reach a sufficient scale and investment income that its core costs are more reasonable and therefore providing improved returns to Unitholders.

The Responsible Entity understands that Unitholders may prefer to dispose their interests in AIQ. Therefore, in conjunction with the proposed re-commencement of investment activities, the Responsible Entity proposes to conduct an on market buy back of Units in AIQ to allow Unitholders to sell up to 100% of their interests in AIQ.

As previously announced, in order to fund the buy back of AIQ Units and potentially provide some excess capital to invest, it is also intended that AIQ raise capital by conducting a rights issue. The capital raising will not be underwritten, and Unitholders should note that AIQ may likely reduce in size should those wishing to exit exceed new capital raised.

## **2.2. About the Investment Manager**

Warana focuses on managing portfolios invested in third party funds and has core expertise in acquiring and managing funds acquired in the secondary market. These funds are generally acquired at discounts to their prevailing net asset value. The underlying funds and assets acquired are generally illiquid with uncertain holding periods to ultimate recovery. Warana has substantial experience in acquiring these funds at sufficient discounts to deliver absolute and annualised returns notwithstanding the time period and recovery uncertainty.

## **3. RESOLUTION 1 – RECOMMENCEMENT OF INVESTMENT ACTIVITIES**

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### **3.1. Proposal**

Subject to Unitholders approving Resolutions 2 to 4, and the completion of a proposed non-renounceable pro-rata rights issue offer (**Capital Raising**) (see section 4 below for more details), the Responsible Entity proposes that AIQ re-commences its investments activities.

These investment activities will be funded by the cash reserves of AIQ (including the net cash remaining after the Buy Back and the proposed Capital Raising and cash received over time from the Illiquid Funds) and will be invested in opportunities consistent with AIQ's Investment Objective and Investment Strategy, being:

<b>Investment Objective</b>	The objective of the Investment Portfolio is to generate attractive pre-tax risk-adjusted absolute returns over the medium to long term while maintaining a focus on capital preservation.
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## Investment Strategy

The strategy of AIQ is to gain exposure to a portfolio of leading international absolute return funds and selected direct investments in subordinated debt and equity co-investments.

This Investment Objective and Strategy is consistent with the previous policies of the Trust when it previously made new investments. Warana is the investment manager for AIQ and is responsible for implementing the Investment Objective and Investment Strategy. Warana intends to reintroduce AIQ's previous investment guidelines to implement the Investment Strategy:

- exposure to international investment funds will make up 75-100% of the investment portfolio; and
- subordinated debt and equity co-investments will make up 0-25% of the investment portfolio.

Exposure to investment funds will include new investment allocations to international investment funds (**Investment Funds**) that focus on strategies consistent with AIQ's Investment Strategy. In addition, AIQ will seek to gain exposure to interests in Investment Funds in the secondary market through acquisitions at discounts to their reported valuations.

The Investment Funds targeted will likely employ a broad range of alternative investment strategies including, without limitation, listed and private equity related strategies, distressed, value and other debt securities, private credit and direct investing lending, real estate and infrastructure investment strategies.

The exposure to Investment Funds may be in the form of direct allocations or via investments in other vehicles managed by Warana or its affiliates.

As at the date of this Explanatory Memorandum, AIQ is uncertain as to the amount of free cash that would be available following the completion of the Buy Back and Capital Raising to be able to immediately allocate to new investments. As the Capital Raising is not underwritten, it is possible that AIQ initially have limited cash initially and hence the Investment Strategy will need to be implemented over time as cash becomes available from the Illiquid Funds.

### 3.2. Interdependency

Resolutions 1 to 4 are interdependent on each other. If Resolution 1 is not approved by Unitholders, Resolutions 2 to 4 will not be effective.

### 3.3. Responsible Entity's recommendation

The Responsible Entity recommends that Unitholders vote **in favour** of Resolution 1.

#### **4. RESOLUTION 2 - APPROVAL FOR ON MARKET BUY-BACK EXCEEDING THE 10/12 LIMIT**

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##### **4.1. Proposal**

It is proposed that up to 75% of the issued Units on-market from the date of this Resolution 2 being passed, be bought back through this process (**Buy Back**).

Due to certain Unitholders confirming their election not to participate in the Buy Back, the Buy Back will allow other Unitholders to dispose of up to 100% of their Units in AIQ.

The Buy Back will be conducted on market, meaning that the Buy Back will occur in the ordinary course of trading on ASX. The Buy Back will be open to all Unitholders and participation is voluntary. The Responsible Entity reserves the right to suspend or terminate the Buy Back at any time. The Resolution being passed does not oblige the Responsible Entity to buy back any Units. It is intended that the Buy Back period will be conducted over a period of approximately 4 weeks only.

As provided in ASX Listing Rule 7.33, the Responsible Entity may only buy back Units at a price which is not more than 5% above the volume weighted average market price for the Units (calculated over the last 5 days on which sales in the securities were recorded before the day on which the purchase under the buy back was made). The Responsible Entity expects that the price of each unit under the Buy Back will be equal to AIT's most recently published NTA per unit at the time adjusted, if required, for movements in foreign exchange and any other relevant factors since the NTA effective date. When the Capital Raising has been set (also at the prevailing NTA at that time), it is not intended that the Buy Back price from that time forward will exceed the Capital Raising price.

It is proposed that Taylor Collison Limited will be appointed to act as AIQ's broker for the Buy Back.

To assist in funding the proposed Buy Back, the Responsible Entity may use part of the proceeds from the Capital Raising. The Capital Raising will also have the ability for Unitholders to subscribe for additional shortfall Units (if applicable).

If Unitholders do not approve Resolution 2, the Capital Raising will not occur.

##### **4.2. Reasons for Resolution**

The Responsible Entity understands that Unitholders may prefer to dispose of their interest in AIQ and therefore proposes to undertake the Buy Back. The Buy Back will allow Unitholders to dispose up to 100% of their interests held in AIQ.

The Responsible Entity considers that the Buy Back will provide Unitholders with the opportunity to sell their interests at a price that is more favourable relative to the amount Unitholders would receive from the orderly wind down process.

Section 601KH(8) of the Corporations Act (as inserted by ASIC Corporations (ASX-listed Schemes On-market Buy-backs) Instrument 2016/1159) requires Unitholder approval if a responsible entity of a listed managed investment scheme proposes to buy back an interest in the scheme which would exceed the 10/12 limit (being 10% of the smallest number, at any time during the last 12 months, of interest in the scheme).

Due to the fact that the number of Units proposed under the Buy Back exceeds the 10/12 limit, Unitholder approval is required.

#### **4.3. Interdependency**

Resolutions 1 to 4 are interdependent on each other. If Resolution 2 is not approved by Unitholders, Resolutions 1, 3 and 4 will not be effective.

#### **4.4. Responsible Entity recommendation**

The Responsible Entity recommends that Unitholders vote **in favour** of Resolution 2.

### **5. RESOLUTION 3 – AMENDMENTS TO THE CONSTITUTION**

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#### **5.1. Proposal to amend the Constitution**

Resolution 3 provides for changes to AIQ's Constitution to:

- (a) allow the Responsible Entity to pay a base fee and performance fee to the Investment Manager; and
- (b) allow Unitholders to vote electronically for the purposes of Unitholder meetings.

#### *Fees under the Constitution*

The investment management agreement between AIQ, the Responsible Entity and the Investment Manager dated 9 October 2017 (**IMA**) provides that the Responsible Entity must pay the Investment Manager a performance fee which is calculated in accordance with the Constitution or any offer document. When the Constitution was amended in 30 October 2008, rules 24.2 and 24.3 of the Constitution were deleted and left intentionally left blank.

If Unitholders approve Resolution 1 to allow AIQ to recommence investment activities, the Responsible Entity considers that:

- (a) it is industry practice for an investment manager to be paid an appropriate base fee and an appropriate performance fee; and
- (b) it is appropriate for the Responsible Entity to have the flexibility to negotiate the benchmark and calculation of any performance fees to an investment manager which may be appointed from time to time (subject to further Unitholder approvals).

It is proposed that the Investment Manager be paid a base fee and a performance fee (see section 6 below for more details).

The Constitution needs to be amended to allow the Responsible Entity to recommence paying a performance fee to the Investment Manager.

The Responsible Entity proposes that new rules 24.2 and 24.6(a)(iv) of the Constitution be inserted for this purpose as follows:

#### *"24.2 Performance Fee*

*Performance fees may be paid to the investment manager of the trust (as appointed by the RE from time to time) to be calculated as set out in any agreement entered into between the RE and the investment manager.*

and

*“24.6(a)(iv) the appointment of any custodian, investment manager, adviser, consultant or auditor;”*

#### Electronic voting under the Constitution

An additional change is proposed to the constitution to allow for direct or electronic voting by Unitholders at general meetings of AIQ. This change is being made to update the Constitution consistent with market practice. In this regard, it is proposed that the Constitution be modified to include an additional rule 20.14 as follows:

#### *“20.14 Direct voting*

- (a) The RE may determine that, for any general meeting, a Unitholder who is entitled to attend and vote at the meeting may submit a direct vote.*
- (b) The RE may determine the Unitholders’ rights attaching to a direct vote for the purposes of any general meeting.*
- (c) A “direct vote” includes a vote delivered to the RE by post, facsimile or any electronic means approved by the RE.*
- (d) The RE may specify the form, method and timing of giving a direct vote in respect of any general meeting, and any other requirements, in order for a direct vote to be valid at that general meeting.”*

#### **5.2. Interdependency**

Resolutions 1 to 4 are interdependent on each other. If Resolution 3 is not approved by Unitholders, Resolutions 1, 2 and 4 will not be effective.

#### **5.3. Responsible Entity recommendation**

The Responsible Entity recommends that Unitholders vote **in favour** of Resolution 3.

#### **6. RESOLUTION 4 – RATAFICATION OF THE AMENDED INVESTMENT MANAGEMENT AGREEMENT**

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##### **6.1. Proposal to ratify the IMA**

The Responsible Entity and the Investment Manager entered into the IMA on 9 October 2017. Unitholders approval was not sought prior to execution of the IMA.

In conjunction with the proposed recommencement of investment activities, the Responsible Entity proposes that Unitholders ratify the IMA (amended as set out below).

##### **6.2. Additional information on the IMA**

A summary of the material terms of the amended IMA is set out below.

#### Services

The Investment Manager must (amongst other things) promote, administer, invest and manage the Investment Portfolio.

The Investment Manager is permitted to undertake investments for AIQ without approval from the Responsible Entity. However, these investments must be made in accordance with the Investment Strategy. The Investment Strategy provides that:

- exposure to international investment funds will make up 75-100% of the investment portfolio; and
- subordinated debt and equity co-investments will make up 0-25% of the investment portfolio.

It is expected that exposure to Investment Funds will include new investment allocations to international investment funds that focus on strategies consistent with AIQ's Investment Strategy. In addition, AIQ will seek to gain exposure to interests in Investment Funds in the secondary market through acquisitions at discounts to their reported valuations.

It is expected that the Investment Funds targeted will employ a broad range of alternative investment strategies including, without limitation, listed and private equity related strategies, distressed, value and other debt securities, private credit and direct investing lending, real estate and infrastructure investment strategies.

AIQ's proposed exposure to Investment Funds may be in the form of direct allocations or via investments in other vehicles managed by Warana or its affiliates.

#### Permitted investments

The Investment Manager is permitted to undertake investments on behalf of AIQ without the Responsible Entity's approval.

#### Valuations

The Responsible Entity may arrange for calculation of the value of AIQ's investments. The Investment Manager must provide reasonable assistance to the Responsible Entity to determine such calculations.

#### Delegation

The Investment Manager may, with the prior approval of the Responsible Entity, appoint or employ any person to perform any or all of the duties and obligations imposed on the Investment Manager by the IMA.

#### Exclusivity

The IMA does not preclude the Investment Manager from performing similar investment and management services for itself and other persons similar to the services performed for AIQ. The IMA also does not preclude the Responsible Entity from appointing another investment manager to provide the kind of services provided by the Investment Manager.

#### Powers and discretions of the Investment Manager

Subject to the IMA, Corporations Act, the Listing Rules and the investment strategy agreed with the Responsible Entity from time-to time, the Investment Manager has the powers necessary to,

on behalf of the AIQ, invest money constituted in or available to the Investment Portfolio, and make, hold, realise and dispose of AIQ's investments.

The Investment Manager is not permitted to implement any strategies which are not a permitted investment strategy. The Investment Manager is not permitted to amend the Investment Strategy without first obtaining the consent of the Responsible Entity.

The IMA does not require the Responsible Entity to approve any acquisition or disposal of any investment which is consistent with the Investment Strategy.

#### Confidentiality and conflict management

To protect the confidentiality of information related to AIQ, the Investment Manager has provided an undertaking in the IMA to:

- (a) act in the best interest of Unitholders; and
- (b) if there is a conflict between the interests of Unitholders and the Investment Manager's own interests, give priority to the interests of Unitholders.

#### Related party protocols

The Investment Manager may invest in, deal with or engage the services of the Investment Manager's related bodies corporate engaged in separate business activities which are entitled to charge fees, brokerage and commissions provided that they are in the ordinary course of business, on arm's length terms and are first approved by the Responsible Entity. For the avoidance of doubt, AIQ may invest in other vehicles managed by the Investment Manager or its affiliates which may give rise to additional fees being received by Investment Manager or its affiliates.

#### Amendment

The IMA may only be altered by the agreement of the Responsible Entity and the Manager. The IMA does not require Unitholder approval for any material amendment to the IMA. The Responsible Entity and the Investment Manager have agreed that material changes to the IMA will require Unitholder approval.

#### Responsible Entity Indemnity

The Responsible Entity indemnifies and holds harmless the Investment Manager against any liability (including legal costs on a full indemnity basis) reasonably incurred by the Investment Manager arising out of, or in connection with the Investment Manager or any of its officers or agents properly acting under the IMA except to the extent that any liability is caused by the negligence, fraud, default or dishonesty of the Investment Manager or any of its officers, employees or agents or the Investment Manager's breach of the IMA, the Investment Manager's failure to meet the standard of care set out in the IMA or any act or omission of the Investment Manager or any of its officers, employees or agents that causes the Responsible Entity to be liable to Unitholders for which the Responsible Entity has no right of indemnity from AIQ.

This obligation continues after the termination of the IMA. This indemnity does not extend to any consequential or indirect costs, charges, expenses or damages and the Responsible Entity is not otherwise liable to the Investment Manager for any other liability. This obligation continues after the termination of the IMA.

#### Investment Manager Indemnity

The Investment Manager indemnifies and holds harmless the Responsible Entity, both as responsible entity of AIQ and personally, and any of its officers, employees or agents against any liability (including any claims concerning or relating to any offer document, any website in relation to the Investment Portfolio, Unitholder communications or promotional activities for AIQ prepared or undertaken by or on behalf of the Investment Manager and legal costs on a full indemnity basis) reasonably incurred by the Responsible Entity and AIQ arising out of, or in connection with, any negligence, fraud, default or dishonesty of the Investment Manager or any of its officers, employees or agents, the Investment Manager's breach of the IMA or failure to meet the standard of care set out in the IMA or any act or omission of the Investment Manager or any of its officers, employees or agents that causes the Responsible Entity to be liable to Unitholders for which the Responsible Entity has no right of indemnity from AIQ. This obligation continues after the termination of the IMA.

#### Management fee (Base Fee)

The IMA currently provides for the Responsible Entity to pay the Investment Manager an ongoing annual base fee of 1.25% per annum of the gross value of the Portfolio less the fees payable to the Responsible Entity (**Base Fee**). This fee accrues and is paid monthly in arrears from 9 October 2017 until the IMA is terminated.

The Responsible Entity and Investment Manager propose an amendment to the Base Fee and for the amended IMA to include a right to be paid a performance fee in certain circumstances (see section 6.3 below). Unitholders are being asked to ratify the amended IMA and to approve the proposed amendments to the IMA detailed below.

#### Performance fee

The Investment Manager is entitled to be paid a fee (**Performance Fee**) using the calculation as follows:

$$20\% \times (B - C)$$

Where:

**B** is the NAV of AIQ, after the payment of Management Fees, calculated on the last Business Day of the relevant Performance Calculation Period (as defined below).

**C** is the NAV of AIQ, after payment of Management Fees and Performance Fees, calculated on the last business day of the last preceding Performance Calculation Period in which a Performance Fee was paid or if no prior Performance Fee has been paid to the Manager, the Initial Reference Price (as defined below).

If the NAV of the Portfolio (after payment of Management Fees) calculated on the last Business Day of a Performance Calculation Period is less than:



- (a) for the first Performance Calculation Period, the Initial Reference Price plus a return of 8% per annum compounded monthly; and
  - (b) thereafter, the highest Net Asset Value of AIQ, after payment of Management Fees and Performance Fees, plus a return of 8% per annum compounded monthly calculated on the last Business Day of any preceding Performance Calculation Period,
- then, no Performance Fee is payable in respect of that Performance Calculation Period.

In calculating the Performance Fee for a Performance Calculation Period, changes in the NAV as a result of the issue of securities by AIQ, capital reductions undertaken by AIQ, unit buy-backs undertaken by AIQ, dividend distributions undertaken by AIQ and tax payments or refunds made by AIQ will be adjusted at the conclusion of that Performance Calculation Period (**Adjustments**).

For the purpose of calculating the Performance Fee:

**Performance Calculation Period** means:

- (a) for the first Performance Calculation Period, the period commencing on the date of the Meeting and ending on 30 June 2018;
- (b) subject to (c) below, in all other circumstances, the six month period ending on 30 June or 31 December; and
- (c) the final Performance Calculation Period will commence after the last day of the preceding period and end on the date the IMA is terminated.

**Initial Reference Price** means the price payable for 1 unit in the proposed rights issue offer announced on or about 29 December 2017.

#### Expenses

The Investment Manager is entitled to be reimbursed for all expenses it reasonably and properly incurs in performing its services provided that it provides the Responsible Entity with written notice of the expenses together with copies of any invoices or supporting documents that the Responsible Entity may reasonably request to verify that the expenses have been reasonably and properly incurred.

The Investment Manager may only recover from AIQ, those expenses the Responsible Entity may recover under the Constitution.

#### Assignment

The Responsible Entity or the Investment Manager may not assign any of its rights and obligations under the IMA without the prior written consent of the other party (except to a related body corporate in the case of the Investment Manager or a replacement responsible entity in the case of the Responsible Entity upon 5 business days' written notice to the other party).

### Term of Agreement

The amended IMA will provide for an initial term of 5 years (**Initial Term**). The Responsible Entity intends to apply to ASX for a waiver to allow it to extend the Initial Term of the IMA to 10 years. The amended IMA will also be automatically extended, on a rolling basis for a further 5 year term (**Subsequent Term**), upon the expiry of the Initial Term, and if not terminated earlier, on the expiry of each Subsequent Term.

### Termination by the Responsible Entity

The IMA gives the Responsible Entity certain termination rights including the right to immediately terminate if the Investment Manager becomes insolvent or breaches or fails to observe or perform any duty, obligation, representation, warranty or undertaking required of it under the IMA that, in the opinion of the Responsible Entity, adversely affects the rights of Unitholders, and fails to rectify the breach or failure to the reasonable satisfaction of the Responsible Entity within a reasonable period specified by Responsible Entity in a notice to do so. No termination fee is payable to the Investment Manager if the IMA is terminated in accordance with these rights.

The Responsible Entity may also terminate the IMA if the Investment Manager sells or transfers or, makes any agreement for the sale or transfer, of the main business or undertaking of the Investment Manager in its entirety, other than to a related body corporate for purposes of corporate reconstruction on terms previously approved in writing by the Responsible Entity. This clause does not apply to a decision by the Responsible Entity to dispose of the major undertaking of AIQ; it only applies to the Investment Manager's major undertaking.

Under the amended IMA:

- during the Initial Term the Responsible may terminate the IMA immediately if Unitholders pass a special resolution directing the Responsible Entity to terminate the Investment Manager's appointment; and
- the IMA can also be terminated by the Responsible Entity with three months' notice to the Manager at any time after the Initial Term and during each Subsequent Term if, Unitholders pass an ordinary resolution to terminate the IMA.

### Termination by the Investment Manager

The Investment Manager may terminate the IMA at any time by giving the Responsible Entity with three months' prior notice.

If the IMA is terminated, whilst AIQ remains an investment entity, it is expected that the management of the Investment Portfolio would be undertaken by a replacement investment manager under a new investment management agreement. The Investment Manager may also deal with the Investment Portfolio for as long as reasonably necessary to vest control of the Investment Portfolio in the Responsible Entity (or as the Responsible Entity may otherwise direct).

### 6.3. Proposal to amend the IMA

Resolution 3 amends the Constitution in such a manner that allows the Responsible Entity to pay fees to the Investment Manager. It is also necessary to amend the terms of the IMA to expressly provide what fees may be paid. The amendments to the IMA will be approved by Unitholders when the IMA is ratified by Unitholders.

#### Inclusion of a set Term

The amendments to the IMA will provide for an initial term of 5 years. The Responsible Entity intends to apply to ASX for a waiver to allow it to extend the initial term of the IMA to 10 years. The initial term will be automatically extended to 10 years if the ASX waiver is granted.

#### Termination of the Investment Manager's appointment

The current IMA may be terminated by the Responsible Entity immediately at any time if Unitholders pass a special resolution (defined as 'Significant Majority Resolution' under the IMA) to that effect.

ASX Listing Rule 15.16(c) requires the IMA to include a provision that it will be ended on three month's notice after an ordinary resolution is passed to end it if the IMA is extended past the Initial Term.

The Responsible Entity and the Investment Manager propose that clause 11.2(f) of the IMA relating to the requirement Unitholders' approval to terminate the IMA during the Initial Term be amended by replacing the current clause 11.2(f) and inserting the following:

*"(f) during the Initial Term, a Significant Majority Resolution is passed by the Members at a meeting properly convened directing the Responsible Entity to terminate the appointment of the Manager in respect of the Fund."*

In order to comply with ASX Listing Rule 15.16(c), the Responsible Entity and the Investment Manager also propose to insert the following new clause 11.2A of the IMA:

#### **"11.2A Termination by the Responsible Entity after the Initial Term**

*Notwithstanding any other provision in this clause 11, and only after the Initial Term and during each Subsequent Term, the Responsible Entity must terminate this agreement on three months' notice to the Manager if, an Ordinary Resolution is passed by Members at a meeting properly convened directing the Responsible Entity to terminate the appointment of the Manager in respect of the Fund."*

#### Base Fees under the IMA

According to the IMA, the Investment Manager is currently entitled to be paid a base fee of 1.25% per annum of the gross value of AIQ's portfolio (less fees payable to the Responsible Entity). This fee accrues and is paid monthly in arrears.

The Responsible Entity therefore, proposes that Schedule 4 Part A item 2 of the IMA relating to the Base Fee payable to the Investment Manager be amended by deleting the current clause and inserting the following clause:

“2. *Base Fee*

*The Responsible Entity must pay the Manager a Management Fee equal to 1.50% (plus GST) per annum (1.5375% inclusive of the net impact of GST and RITC) of the Net Asset Value of the Fund (calculated on the last business day of each month and paid at the end of each month in arrears).*

*This fee accrues and is paid monthly in arrears from the Commencement Date until this agreement is terminated in accordance with clause 11.*

*The Management Fee accrues regardless of the performance of AIQ, noting that the Management Fee will vary from month-to-month in proportion to the Net Asset Value.*

*The Manager in its sole discretion may elect to waive some or all of the Management Fee.”*

*Performance Fees under the IMA*

The Responsible Entity believes that it is important to align the interests of Unitholders with the interests of the Investment Manager. It is therefore proposed that the Responsible Entity pay a Performance Fee to the Investment Manager which will incentivise the Investment Manager to increase the NAV of AIQ in the interest of all Unitholders.

The Responsible Entity therefore also proposes that Schedule 4 Part A item 3 of the IMA relating to the Performance Fee payable to the Investment Manager be amended by deleting the current clause and inserting the following clause:

“3. *Performance Fee*

*In return for the performance of its duties as Manager of the Portfolio, the Manager is entitled to be paid and the Responsible Entity must pay to the Manager (which remuneration is to be obtained for the use and benefit of the Manager) a fee (**Performance Fee**) as calculated below:*

$$20\% \times (B - C)$$

*Where:*

***B** is the net asset value (**NAV**) of the Fund, after the payment of Management Fees, calculated on the last Business Day of the relevant Performance Calculation Period.*

***C** is the NAV of the Fund, after payment of Management Fees and Performance Fees, calculated on the last Business Day of the last preceding Performance Calculation Period in which a Performance Fee was paid or if no prior Performance Fee has been paid to the Manager, the Initial Reference Price.*

*If the NAV of the Portfolio (after payment of Management Fees) calculated on the last Business Day of a Performance Calculation Period is less than:*

- (a) *for the first Performance Calculation Period, the Initial Reference Price plus a return of 8% per annum compounded at monthly; and*

(b) thereafter, the highest Net Asset Value of the Fund, after payment of Management Fees and Performance Fees, plus a return of 8% per annum compounded monthly calculated on the last Business Day of any preceding Performance Calculation Period,

then, no Performance Fee is payable in respect of that Performance Calculation Period.

In calculating the Performance Fee for a Performance Calculation Period, changes in the NAV as a result of the issue of securities by the Fund, capital reductions undertaken by the Fund, unit buy-backs undertaken by the Fund, dividend distributions undertaken by the Fund and tax payments or refunds made by the Fund will be adjusted at the conclusion of that Performance Calculation Period (**Adjustments**).

For the purpose of calculating the Performance Fee:

**Performance Calculation Period** means:

- (a) for the first Performance Calculation Period, the period commencing on the Effective Date and ending on 30 June 2018;
- (b) subject to (c) below, in all other circumstances, the six month period ending on 30 June or 31 December; and
- (c) the final Performance Calculation Period will commence after the last day of the preceding period and end on the date the Investment Management Agreement is terminated.

**Initial Reference Price** means the price payable for 1 unit in the proposed rights issue offer announced on or about 29 December 2017.

The Responsible Entity must estimate the Performance Fee in accordance with the Performance Calculation Period. The Responsible Entity must calculate and pay the Performance Fee in arrears within 10 days of announcing the NAV in respect of end of the Performance Calculation Period. The Investment Manager may elect to receive the Performance Fee in Units at its sole discretion. Units are to be issued at the preceding 5 day volume weighted average price as amended for an Adjustment leading up to and including the date of the end of the Performance Calculation Period.”

#### **6.4. Interdependency**

Resolutions 1 to 4 are interdependent on each other. If Resolution 4 is not approved by Unitholders, Resolutions 1 to 3 will not be effective.

#### **6.5. Responsible Entity recommendation**

The Responsible Entity recommends that Unitholders vote **in favour** of Resolution 4.

## 7. DEFINITIONS

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Unless otherwise defined to the contrary, capitalised terms in the Notice of Meeting and this Explanatory Memorandum have the following meanings:

<b>AIQ or Trust</b>	means Alternative Investment Trust (ARSN 112 129 218).
<b>ASX</b>	means ASX Limited or the Australian Securities Exchange operated by ASX Limited, as the context requires.
<b>ASX Listing Rule</b>	means the official listing rules of the ASX.
<b>Buy Back</b>	has the meaning given to it in section 4.1.
<b>Capital Raising</b>	has the meaning given to it in section 3.1.
<b>Constitution</b>	means the constitution of AIQ as amended from time to time.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth) as amended from time to time.
<b>Explanatory Memorandum</b>	means this explanatory memorandum.
<b>IMA</b>	means the investment management agreement between the Responsible Entity and the Investment Manager dated 9 October 2017.
<b>Investment Manager or Warana</b>	means Warana Capital Pty Limited.
<b>Investment Objective</b>	means the Investment Objective of AIQ as set out in section 3.1.
<b>Investment Portfolio or Portfolio</b>	means the investment portfolio of AIQ.
<b>Investment Strategy</b>	means the Investment Strategy of AIQ as set out in section 3.1.
<b>Meeting</b>	means the meeting convened by the Notice (as adjourned from time to time).
<b>NAV</b>	means the net asset value of AIQ.
<b>NTA</b>	means the volume of the net tangible assets of AIQ, which is published each month.
<b>Notice or Notice of Meeting</b>	means the notice of meeting of Unitholders issued by the Responsible Entity dated 18 January 2018 accompanied by

this Explanatory Memorandum.

**Proxy Form**

means the proxy form attached to this Explanatory Memorandum.

**Resolution**

means a resolution set out in the Notice.

**Responsible Entity or Columbus**

means the responsible entity of AIQ, being Columbus Investment Services Pty Limited.

**Unit**

means a fully paid ordinary unit in the capital of AIQ.

**Unitholder**

means a holder of a Unit.

# ALTERNATIVE INVESTMENT TRUST

ARSN 112 129 218


Columbus Investment Services Limited (ACN 095 162 931)  
as responsible entity of Alternative Investment Trust

## LODGE YOUR VOTE

 **BY MAIL**  
Alternative Investment Trust  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia

 **BY FAX**  
+61 2 9287 0309

 **BY HAND**  
Link Market Services Limited  
1A Homebush Bay Drive, Rhodes NSW 2138;

 **ALL ENQUIRIES TO**  
Telephone: +61 1300 554 474



X99999999999

## PROXY FORM

I/We being a member(s) of Alternative Investment Trust and entitled to attend and vote hereby appoint:

### APPOINT A PROXY

the Chairman of the Meeting (mark box)

OR if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the General Meeting of The Alternative Investment Trust (**Trust**) to be held at **11:00am on Monday, 12 February 2018 at Level 11, 20 Hunter Street, Sydney, New South Wales 2000** (the **Meeting**) and at any postponement or adjournment of the Meeting.

**The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.**


### VOTING DIRECTIONS

Proxies will only be valid and accepted by the Responsible Entity if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an

#### Resolutions

	For	Against	Abstain*
1 Recommencement of investment activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Approval for on market buy-back exceeding the 10/12 limit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Amendments to the Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Ratification of the amended Investment Management Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 \* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

### SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED

Securityholder 1 (Individual)

Joint Securityholder 2 (Individual)

Joint Securityholder 3 (Individual)

Sole Director and Sole Company Secretary

Director/Company Secretary (Delete one)

Director

This form should be signed by the securityholder. If a joint holding, either securityholder may sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

AIQ PRX1801A



## HOW TO COMPLETE THIS SECURITYHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Trust's unit register. If this information is incorrect, please make the correction on the form. Securityholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your units using this form.**

### APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a securityholder of the Trust.

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your units will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of units you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Trust's unit registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- (a) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of units applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- (b) return both forms together.

### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either securityholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Trust's unit registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

### LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **11:00am on Saturday, 10 February 2018**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



#### BY MAIL

Alternative Investment Trust  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



#### BY FAX

+61 2 9287 0309



#### BY HAND

delivering it to Link Market Services Limited\*  
1A Homebush Bay Drive  
Rhodes NSW 2138

\* During business hours (Monday to Friday, 9:00am–5:00pm)

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.  
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**